

**NEGOTIATIONS PROTOCOLS FOR
SUCCESSOR BARGAINING BETWEEN THE
BOARD OF EDUCATION OF THE CITY OF CHICAGO
AND THE
CHICAGO TEACHERS UNION, LOCAL NO. 1, AMERICAN FEDERATION OF
TEACHERS, AFL CIO**

To provide for an efficient and orderly collective bargaining process, the Board of Education of the City of Chicago ("Board") and the Chicago Teachers Union, Local No. 1, American Federation of Teachers; AFL-CIO ("CTU"), agree that the following conditions shall apply during the negotiations for a successor collective bargaining agreement, except when otherwise agreed in writing:

1. The Board and the CTU agree to bargain collectively in good faith towards the mutual goal of reaching an agreement for a successor collective bargaining agreement.
2. During the course of collective bargaining, the Board and the CTU will be represented by a bargaining team of no more than fifteen individuals respectively.
3. The Board recognizes that the CTU may at times desire to meet with a bargaining team of up to thirty additional bargaining unit employees (the "Big Bargaining Team"). In such event, the parties will endeavor to meet during non-working hours, including evenings and weekends. Any evening sessions shall begin on or after 4:00 p.m. If it is not possible to schedule mutually convenient sessions during non-working hours, the bargaining unit employees will suffer no loss of pay in accordance with the terms of Section 1-13 of the Agreement Between the Board of Education of the City of Chicago and the Chicago Teachers Union, Local No. 1, American Federation of Teachers, AFL-CIO. The CTU shall provide the Board with no less than forty-eight hours' advance notice if it intends to invite additional individuals to attend a negotiation session as provided by this paragraph.
4. All bargaining team members will demonstrate professional decorum and otherwise act respectfully during the collective bargaining process. Each party reserves the right to communicate with its principals, employees or membership as the case may be regarding negotiations.
5. Each party shall identify a chief spokesperson among the members of its bargaining team to represent its interests during the collective bargaining process. During negotiation sessions, bargaining team members shall direct all questions and comments to the chief spokesperson of each party, and the chief spokesperson has the discretion to designate members of the bargaining team to respond to particular questions or to provide a rationale with respect to the proposal under discussion. Outside of negotiation sessions, each party will direct all correspondence, requests for information and any other communications relating to negotiations to the chief spokesperson for the other party or his or her designee.
6. All negotiation sessions shall be closed to the general public, members of the press and individuals other than those designated as members of the bargaining teams, except by

the parties' prior mutual agreement. The parties may, however, include consultants or other resource persons in negotiation sessions at their own expense and with advance notice to the other party. Such persons are not subject to the limits in paragraphs 2 and 3.

7. Negotiation sessions shall be held in locations and on such dates and at such times as are mutually agreed upon by the parties, and the parties will make every effort to schedule negotiations at least every two weeks and preferably once each week. Both parties agree that negotiation sessions are of the utmost priority and that they shall endeavor in good faith to meet as scheduled, but recognize the need may arise to reschedule a session based on unforeseeable circumstances. In the event that a party is required to cancel a negotiation session, the canceling party shall provide the other party with at least twenty-four hours' notice prior to the session, except in cases of emergencies.

8. Each party is responsible for preparing and retaining its own minutes and records of negotiation sessions. Electronic recordings and verbatim transcriptions of negotiation sessions are prohibited.

9. With the exception of side bar discussions, the parties agree that all proposals shall be presented in writing and dated with copies available for all bargaining team members. The parties agree to exchange electronic copies of proposals upon request following each session. To the extent either party uses the other party's proposals to draft a counter proposal, the parties agree that the counter proposal shall clearly show any changes.

10. A party may caucus at any time during a negotiation session. Each party will caucus as expeditiously as possible and will notify the other party when a caucus is expected to extend beyond thirty minutes.

11. Each party represents to the other party that it has the authority to enter into tentative agreements on behalf of its principals.

12. All tentative agreements shall be clearly marked as tentative agreements, dated and initialed by the chief spokesperson of each party before adjournment of the negotiation session during which the tentative agreement is reached. The chief spokespersons shall execute two copies of any tentative agreement; each party shall retain a copy for its files. After a tentative agreement is executed, it may only be modified by mutual agreement in writing.

13. All tentative agreements are tentative and conditioned upon the parties' ability to resolve all outstanding issues and reach an overall agreement for a successor collective bargaining agreement.

14. At the conclusion of each negotiation session, the parties shall confirm the location, date and time for the following negotiation session and agree upon a tentative agenda for such session.

15. At the Board's request, the parties shall meet to consider its ideas for a contract extension at mutually agreed dates and times until October 12, 2018.

16. After October 12, 2018 the parties shall proceed with contract negotiations in the ordinary course, observing the following procedures and timelines:

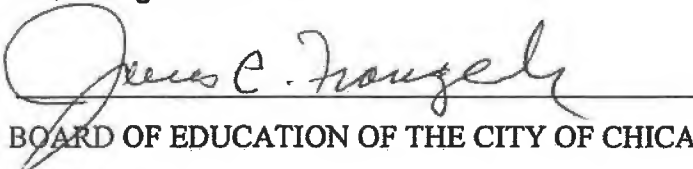
17. The parties shall exchange comprehensive initial proposals on or before January 15, 2019. However, no new proposals (other than responsive counter proposals) shall be presented by either party after February 8, 2019. The parties shall each submit no more than seventy-five (75) proposals. A proposal is a suggested modification of a specific contract provision.


18. In conformity with Section 12(a-10) of the IELRA, the parties agree upon request of either party to promptly commence mediation on or after May 1, 2019. The parties further agree to promptly proceed to fact-finding upon demand by either party on or after May 15, 2019, which date is mutually acknowledged to conclude a reasonable period of mediation. Steven Bierig shall be appointed as the factfinding chairperson. Notwithstanding the foregoing, nothing in these protocols is intended to limit the parties from convening their bargaining committees or otherwise engaging in direct negotiations after May 15, 2019.

19. The parties may agree to establish subcommittees to discuss specific proposals or subject matters. These subcommittees may include subcommittees for health insurance and the Labor Management Cooperation Committee ("LMCC") and a subcommittee for pension/retirement issues.

20. The Board and the Union expressly recognize that these protocols are agreed to well in advance of the expiration of their current contract to provide for an orderly, efficient and peaceful resolution of their successor collective bargaining agreement. The parties further recognize that during the time periods set forth above, major events will take place which may or may not affect the process and timelines. If such events should occur that affect the above outlined process and timelines, the parties agree that at the written request of either party, the parties will meet to consider modifications.

21. If an overall tentative agreement for a successor collective bargaining agreement is reached, it will be subject to approval by the Big Bargaining Team and ratification by the CTU membership and the Board. The Board and the CTU shall recommend ratification to their respective principals and shall otherwise use their best efforts to secure ratification of the tentative agreement


BOARD OF EDUCATION OF THE CITY OF CHICAGO


CHICAGO TEACHERS UNION, LOCAL NO. 1, AMERICAN FEDERATION OF
TEACHERS, AFL-CIO

Dated: August 24, 2018

